

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 16th day of February, 1983, between

THOMAS A. ABDOO, a widower, herein called TRUSTOR, whose address is P.O. Box 1362 Gardnerville, Nevada 89410 (number and address) (city) (state) (zip) and

DOUGLAS COUNTY TITLE CO., INC., a Nevada corporation, herein called TRUSTEE, and

JILL SPATZ, an unmarried woman, herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property in the unincorporated area of Douglas County, Nevada, described as:

SEE ATTACHED LEGAL DESCRIPTION MADE A PART HEREOF AND CONSISTING OF THREE (3) PAGES, AND MARKED "EXHIBIT A"

"If the Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable."

SEE ATTACHED EXHIBIT "B" WHICH CONTAINS THE PROVISION FOR PARTIAL RELEASES OF THE PROPERTY SECURED HEREIN.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$300,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

Table with 8 columns: COUNTY, BOOK, PAGE, DOC. NO., COUNTY, BOOK, PAGE, DOC. NO. Lists recording information for various counties including Churchill, Clark, Douglas, Elko, Esmeralda, Eureka, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Ormsby, Pershing, Storey, Washoe, and White Pine.

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF NEVADA } COUNTY OF Douglas } SS.

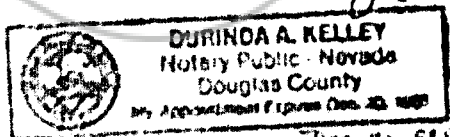
On February 16, 1983, personally appeared before me, a Notary Public,

Thomas A. Abdo

Signature of Thomas A. Abdo and printed name THOMAS A. ABDOO

who acknowledged that he executed the above instrument.

Signature of Durinda A. Kelley and printed name Durinda A. Kelley



FOR RECORDER'S USE

ORDER NO } 102323 ESCROW NO }

WHEN RECORDED MAIL TO: Lemons & Associates 437 Sierra Street Reno, Nevada 89501

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

PARCEL NO. 1:

A Parcel of land situated in and being a portion of the S 1/2 of Section 35 in Township 13 North, Range 20 East, M.D.B. & M., more particularly described as follows to-wit:

COMMENCING at the Southeast corner of Section 35, in Township 13 North, Range 20 East, M.D.B. & M., thence S 89°39'14" W., a distance of 1,319.72 feet to a point; thence N 00°07'48" W., a distance of 1,317.40 feet to the True Point of Beginning; thence continuing N 00°07'48" W., a distance of 1,317.40 feet to a point; thence S 89°50'50" W., a distance of 1,325.89 feet to a point; thence S 00°15'51" E., a distance of 1,319.96 feet to a point; thence N 89°45'03" E., a distance of 1,322.80 feet to the POINT OF BEGINNING.

RESERVING THEREFROM a non-exclusive easement for roadway and public utility purposes over and across a strip of land being 60 foot in width lying within the Southwesterly portion of said land, the East 40 feet, and the Southerly 30 feet of said land.

Said land more fully shown as Parcel No. 2 as set forth on that certain Record of Survey for Nevis Industries, Inc., filed for record in the office of the County Recorder of Douglas County, Nevada, on December 23, 1980, as Document No. 51917 of Official Records.

TOGETHER with all those certain roadway and utility easements for ingress and egress as set forth on that certain Record of Survey for Nevis Industries, Inc., filed for record in the office of the County Recorder of Douglas County, Nevada on December 23, 1980, as Document No. 51917, of Official Records. Except therefrom all those certain roadway and utility easements traversing the here-in-above described parcel of land.

Assessment Parcel No. A portion of 23-290-04-2

LEGAL CONTINUED....

LEGAL CONTINUED....

PARCEL NO. 2:

A Parcel of land situated in and being a portion of the N 1/2 of Section 35 in Township 13 North, Range 20 East, M.D.B. & M., more particularly described as follows to-wit:

COMMENCING at the Section corner common to Sections 25, 26, 35, and 36 in Township 13 North, Range 20 East, M.D.B. & M., thence N 89°59'30" W., a distance of 1,332.06 feet to a point; thence S 00°07'48" E., a distance of 2,634.08 feet to the True Point of Beginning; thence S 89°50'50" W., a distance of 1,325.89 feet to a point; thence N 00°15'51" W., a distance of 1,318.92 feet to a point; thence N 89°55'41" E., a distance of 663.41 feet to a point; said point begin the centerline of an 80 foot roadway and utility easement; thence Southeasterly along said centerline to the Point of Beginning.

RESERVING THEREFROM a non-exclusive easement for roadway and public utility purposes over and across the Easterly 40 feet of said land.

Said land more fully shown as Parcel No. 3A as set forth on that certain Record of Survey for Nevis Industries, Inc., filed for record in the office of the County Recorder of Douglas County, Nevada, on December 23, 1980, as Document No. 51917 of Official Records.

TOGETHER with all those certain roadway and utility easements for ingress and egress as set forth on that certain Record of Survey for Nevis Industries, Inc., filed for record in the office of the County Recorder of Douglas County, Nevada on December 23, 1980, as Document No. 51917, of Official Records. Except therefrom all those certain roadway and utility easements traversing the here-in-above described parcel of land.

Assessment Parcel No. A portion of 23-290-06-7

PARCEL NO. 3

SECTION 27, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B. & M.,

The Southeast 1/4 of the Northeast 1/4 and those portions in the South-West 1/4 of the Northeast 1/4 of said Section 27 lying Easterly of the East Bank of Allerman Canal Diversion Ditch, traversing said lands as established and existing in 1978 with easements as provided in that certain water conveyance and easement agreement dated May 10, 1978 between Nevis Industries, Inc., and John B. Anderson and Edith Anderson.

Reserving therefrom a non-exclusive easement for road and public utilities over, under and across a 60 foot strip of land lying within the Southerly boundary of said land.

PARCEL NO. 3 CONTINUED....

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CONTINUED...

Said land more fully shown as Parcel No. 17 as set forth on that certain Record of Survey for Nevis Industries, Inc., filed for record in the Office of the County Recorder of Douglas County, Nevada on December 23, 1980 as Document No. 51917.

Together with all those certain access and utility easements for ingress and egress as set forth on that certain Record of Survey for Nevis Industries, inc., filed for record in the Office of the County Recorder of Douglas County, Nevada on December 23, 1980, as Document No. 51917. Except therefrom all those certain roadway and utility easements traversing the here-in-above described parcel of land.

Assessment Parcel No. 23-290-05-9 (A PORTION)

1/20/83
LJ



EXHIBIT B

PARTIAL RELEASE PROVISIONS:

Provided there has been no default made under the terms and conditions of this Deed of Trust and/or the Note secured hereby, Partial Releases of the property described herein shall be made by the Trustee, at any time upon the request of the Trustor, reconveying any one acre, or more, but never less than one acre of the secured peroperty, upon the payment to the beneficiary for application on the principal of the herein note the sum of \$2,500.00 per acre so released. All parcel maps shall be prepared by a licensed land surveyor in accordance with the zoning laws applicable to Douglas County, Nevada, and parcels must be released in an orderly and contiguous manner.

COPY

REQUESTED BY
DOUGLAS COUNTY TITLE
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
\$ 8.00 *pd*
1983 FEB 16 PM 12:46

SUZANNE BEAUDREAU
RECORDER
Paul J. Elbert
Sup. LIBER

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